



May 6, 2025

Washington DC Office of Zoning
441 4th Street, NW Suite 200S
Washington, DC 20001

RE: Letter of Authorization

Dear Zoning Administrator:

I am the authorized representative for TowerCo, the owner of the monopole located at 2500 Benning Rd NE, Washington DC 20018 / Parcel #01600042. TowerCo has assumed ownership of this monopole from the original applicant, AT&T. Based on the attached redacted lease, we now control the lease area as successors to the original applicant, AT&T, by right of the lease.

This letter authorizes Verizon, Network Building and Consulting and any or all of their agents and representatives to act as the agent for the Department of General Services for purposes of filing an obtaining any and all land use, zoning and/or permitting approvals from the DC Board of Zoning Adjustment and the DC Office of Zoning, including an application for a Modification Without Hearing. I respectfully request the Board of Zoning Adjustment grant the requested relief. Thank you for your cooperation and consideration.

Sincerely,

Carrie Lynn Fazzolari
National Director of Zoning
(443) 223-7483
cfazzolari@towerco.com

ANTENNA LICENSE AGREEMENT

THIS ANTENNA LICENSE AGREEMENT (this “**License**”) is made effective as of this 9th day of November, 2020 (the “**Effective Date**”) by and between the DISTRICT OF COLUMBIA, a municipal corporation (the “**District**”), acting by and through its Department of General Services, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (“**Licensee**”). The District and Licensee are each referred to in this License as a “**Party**” and collectively, as the “**Parties**”.

RECITALS

WHEREAS, the District is the owner of the real property located at 2500 Benning Road NE, Washington, DC 20002, known for tax and assessment purposes as Square 4486, Lot 0802 (“**Property**”), including the buildings thereon (collectively, the “**Building**”); and

WHEREAS, Licensee has requested a license from the District for, and the District agrees to license to Licensee, a portion of the Property, in its “as-is” condition, which portion of the Property is depicted on **Exhibit B**, attached hereto and made a part hereof (the “**Premises**”) in order for Licensee to install a telecommunications monopole (the “**Monopole**”) and an equipment pad (the “**Equipment Pad**”) thereon, in accordance with and subject to the terms and conditions of this License.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the District and Licensee agree as follows:

ARTICLE I USE OF THE PREMISES

Section 1.01 Subject to the terms and conditions contained in this License, the District grants Licensee the exclusive use of the Premises together with a non-exclusive right of ingress and egress over certain District-designated areas of the Property to access the Premises to install the Monopole, the Equipment Pad and Licensee’s other wireless communications equipment, facilities, systems and antennas on the Premises, which equipment, including auxiliary equipment, is specifically described in the attached and incorporated **Exhibit C** (collectively, “**Licensee’s Equipment**”), as well as for Licensee’s routine and non-routine maintenance, replacement, upgrade, modification and repair of Licensee’s Equipment (such work, including any initial installation, the “**Work**”) for Licensee’s wireless service operations, all at Licensee’s sole cost and expense. The performance of any Work shall require the District’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed; provided however, that the District’s prior written consent shall not be required if the following conditions are satisfied (i) the Work and any Licensee’s Equipment, as modified, remains located within (and does not exceed) the Premises; (ii) the Work does not involve the installation of power generation equipment; and (iii) Licensee delivers Licensee’s Work Documents, which shall not require the District’s approval, and a Work Schedule (which shall require the District’s approval pursuant to Section 3.01(a) hereof) at least fifteen (15) days prior to the performance of such Work. Licensee shall install Licensee’s Equipment in accordance with the terms and conditions set forth in Section 3.01 below

(except as expressly provided otherwise in the preceding sentence) and the Rules and Regulations attached hereto as **Exhibit D** and incorporated herein (as may be amended by the District from time to time, the “**Rules**”). In all events, Licensee shall be responsible for ensuring full and faithful compliance with the Rules, which Rules shall be applied by the District in a non-discriminatory manner. No less than five (5) business days prior to Licensee’s commencement of initial installation Work hereunder (the date of such commencement, the “**Initial Work Commencement Date**”), Licensee shall provide written notice to the District of the Initial Work Commencement Date and Licensee’s request for access to the Premises for such Work.

Section 1.02 Licensee accepts the Property and the Premises “as is”, “where is” and with all faults. The District makes no representations or warranties of any kind or character, express or implied, with respect to the Property or the Premises, including but not limited to, any representations or warranties as to environmental conditions, fitness for a particular purpose, or security. Licensee is solely responsible for securing all of Licensee’s Equipment and installs all of Licensee’s Equipment and exercises its rights and obligations under this License at its own risk.

Section 1.03 Nothing contained in this License shall be deemed to entitle Licensee to the exclusive possession of any portion of the Property, including the Building, other than the exclusive use of the Premises. The District shall be entitled to enter into agreements with any number of parties with respect to the Property, including the Building, subject to the condition that no such party’s wireless communications operations may cause interference with the receipt and transmission of signals to and from Licensee’s Equipment or material physical interference with Licensee’s Equipment. Licensee shall cooperate with the District in connection with the installation, maintenance, upgrade, repair and/or modification of any existing or future wireless communications equipment or facilities (whether for the use of the District or any third party) to be installed on any portion of the Property, or any construction or renovation to any of the Property, including, without limitation, powering down of the Licensee’s Equipment for short periods of time to accommodate any such installation, construction and/or renovation, and any such powering down shall not exceed the period of time as may be necessary under the circumstances.

Section 1.04 Subject to the provisions of Section 11.01 hereof, all Licensee’s Equipment installed or brought upon the Premises by Licensee shall (a) remain the sole property of Licensee; (b) be installed, operated, maintained and repaired by Licensee in accordance with the terms and conditions of this License, and all applicable laws; and (c) be insured in accordance with Article VII below and other provisions of this License.

ARTICLE II LICENSE TERM AND FEES

Section 2.01 This License shall commence on the Effective Date and shall expire at 11:59 p.m. on the day which is the earlier to occur of (a) ten (10) years after the Effective Date, or (b) such earlier date on which this License shall terminate in accordance with the terms herein (“**Termination Date**”, and the period commencing on the Effective Date and ending on the Termination Date being the “**Initial Term**”). Any liabilities of Licensee under this License which have accrued up to the Termination Date but have not been paid shall remain due and payable to

the District following the Termination Date, and Licensee's payment obligation therefor shall survive the Termination Date, including as to any liabilities under Section 2.04 below.

Section 2.02

(a) Beginning on the first day of the month immediately following the Initial Work Commencement Date ("**License Fee Commencement Date**") and continuing on the first day of each month thereafter during the Initial Term, Licensee shall pay the District by the fifth (5th) calendar day of each month, in advance, a monthly license fee ("**Monthly License Fee**") in the sum of . The Monthly License Fee for any period between the Effective Date and the License Fee Commencement Date or at the end of the Term (defined below) shall be prorated based on the actual number of days then-elapsed during such month.

(b) On each yearly anniversary of the License Fee Commencement Date, the Monthly License Fee shall be increased automatically by of the amount of the Monthly License Fee in effect immediately prior to such anniversary.

(c) In addition to the Monthly License Fee, Licensee shall be responsible for the payment of all taxes, charges, and fees, if any, that may be imposed on Licensee's Equipment by any federal or District of Columbia government. All such taxes, charges, and fees shall be paid in advance of the date on which such tax, charge or fee is due and in no event more than forty-five (45) days from receipt of demand.

Section 2.03 The Monthly License Fee, as well as any and all other amounts payable by Licensee to the District under the terms of this License (collectively, the "**License Fees**"), shall be paid promptly when due, without notice or demand and without deduction or setoff, in lawful money of the United States.

Section 2.04 All License Fees shall be made by electronic funds transfer to the District at:

Routing Transmit Number: 12000248

Account Number: 2000043154474

Tax ID: 53-600-1131

All License Fees, if not paid within five (5) business days of the due date, shall be deemed delinquent and shall be paid with interest on the delinquent amount for each day from the due date to the date of payment at the lesser of (a) one percent (1%) per month, compounded monthly, or (b) the highest rate of interest lawfully allowed to be charged. The foregoing obligation of Licensee to pay interest shall survive the expiration or earlier termination of this License.

Section 2.05 Unless this License is earlier terminated in accordance with its terms, this License may be renewed for two (2) consecutive periods of five (5) years each (each a "**Renewal Term**") upon prior written notice from Licensee. Each Renewal Term shall be conditioned upon (a) Licensee not being then in default of any obligation under this License and (b) the Parties executing a written amendment confirming any such renewal. All of the terms, covenants and conditions of this License shall continue in full force and effect during any Renewal Term, except as otherwise

agreed upon by the Parties and set forth in the applicable amendment. The Initial Term and any Renewal Term are collectively referred to herein as the "**Term**".

ARTICLE III LICENSEE'S WORK

Section 3.01

(a) Prior to the performance of any Work, Licensee shall provide the District (for the District's written approval if required under Section 1.01 above) with the following documents: (i) site plan of the Premises; (ii) enlarged equipment plans; (iii) antenna details with separate antenna data sheets; (iv) coax details; (v) electrical notes; (vi) panel schedules; (vii) grounding schedules; (viii) alarm details; (ix) equipment layout and elevations; (x) equipment details; (xi) transmitter mounting details; (xii) transmitter cooling schematic; (xiii) scope of work; (xiv) plans and specifications; (xv) a Work schedule; and (xvi) such other data sheets, drawings and other information as the District may reasonably request (collectively, the "**Licensee's Work Documents**"). The Licensee's Work Documents for Licensee's initial installation Work are attached hereto as **Exhibit C1** and made a part hereof, and have been approved by the District. In addition, Licensee has provided to the District a description of Licensee's FCC-approved frequencies, which are attached hereto and incorporated herein as **Exhibit C2**. Prior to the performance of any Work, Licensee shall deliver to the District a proposed Work schedule, which shall be subject to the District's approval, which shall not be unreasonably withheld, conditioned or delayed (the "**Work Schedule**"). The Work Schedule for Licensee's initial installation Work shall be attached hereto as **Exhibit E** and made a part hereof upon the District's approval thereof, which shall not be unreasonably withheld, conditioned or delayed. Licensee may use additional frequencies or change frequencies at any time during the Term so long as Licensee has the proper FCC authorizations for such use. Any other frequency usage shall require the District's prior written approval thereof, which approval may require Licensee's delivery of an acceptable intermodulation study.

(b) In addition, prior to the performance of any Work, Licensee shall obtain all requisite licenses and permits related to such Work.

(c) Licensee's Equipment shall be installed and any Work performed in the Premises in accordance with the requirements set forth herein and in the Rules.

(d) If any lien is filed in connection with any Work, Licensee must discharge or release the lien or provide a bond therefor within thirty (30) days the filing of such lien.

(e) With respect to Licensee's initial installation Work, provided that the District has approved the Work Schedule and Licensee has satisfied any other requirements set forth above for the performance of Work, Licensee shall commence such Work within one hundred eighty (180) days after the date on which Licensee obtains an approved building permit for such Work. With respect to any Work subsequent to Licensee's initial installation Work, provided that (i) the District has approved the Licensee's Work Documents if such approval is required under Section 1.01 hereof; (ii) the District has approved the Work Schedule; and (iii) any other requirements set forth

above for the performance of Work have been satisfied by Licensee, Licensee shall use commercially reasonable efforts to commence and perform such Work pursuant to the approved Work Schedule.

ARTICLE IV OPERATING EXPENSES AND UTILITIES

Section 4.01 In connection with its use of the Premises, Licensee shall, at its sole cost and expense, install and maintain a separate meter and account with all applicable utility companies and pay the utility charges directly to such utility companies. If additional wires or other conduits and related equipment must be installed on the Premises so as to enable Licensee to draw separate electrical power or telecommunications service solely for the Premises, Licensee shall pay the cost of such installation. Subject to the District's prior written approval (which shall not be unreasonably withheld, delayed or conditioned) and at Licensee's sole cost and expense (a) Licensee shall be permitted to provide Licensee's own temporary emergency power for its use of the Premises under this License, and (b) an electric utility company and a telecommunications company providing services to Licensee may access certain District-designated portions of the Property for the purpose of providing such services to the Premises. No interruption or discontinuance of any utility will render the District liable to Licensee for damages or relieve Licensee of any of its obligations hereunder.

ARTICLE V MAINTENANCE, REPAIRS AND ACCESS

Section 5.01 Subject to the Rules, Licensee and Licensee's employees, invitees, agents, contractors, subcontractors and representatives (collectively, "**Licensee's Agents**") shall have access to the Premises to perform any approved Work. Licensee's and Licensee's Agents access to the Property is at their own risk. A failure by the District to provide access at the time requested by Licensee shall not constitute a default hereunder.

Section 5.02 The District shall have the right to access the Premises at any time so long as the District does not come into physical contact with Licensee's Equipment. If the District deems it necessary to make repairs to the Property, Licensee shall cooperate by, at the District's request, ceasing use of Licensee's Equipment for short periods of time to accommodate the repairs. The District agrees to permit Licensee to place temporary transmission and reception facilities on the Property at no additional License Fee until the repairs are completed, provided any such placement and operations shall be submitted to the District in writing for the District's prior approval, which shall not be unreasonably withheld, conditioned or delayed.

Section 5.03 Licensee shall keep Licensee's Equipment and the Premises in good order and repair at all times during the Term, and shall comply with all applicable laws, regulations, and orders in its use of the Premises and operation of Licensee's Equipment.

ARTICLE VI OBJECTIONABLE INTERFERENCE

Section 6.01 The installation and operation of Licensee's Equipment shall not interfere electrically or in any other manner whatsoever with the equipment of the District or of any other user operating and maintaining equipment on the Property as of the Effective Date in accordance with FCC requirements and regulations. All operations by Licensee shall be in compliance with all FCC requirements and regulations. Notwithstanding anything in this License to the contrary, it is expressly agreed that, if the installation or operation of Licensee's Equipment shall in any way interfere with the operations of the District or any user or occupant of the Property as of the Effective Date, Licensee shall, upon written request from the District, promptly power down its operation and be responsible for coordinating and resolving the interference within forty-eight (48) hours of receipt of notification from the District. If the interference cannot be resolved within such 48-hour period, Licensee shall continue to power down any equipment causing the interference until the interference problems are resolved. In the event Licensee fails to timely power down its equipment and/or eliminate the interference within such 48-hour period, then the District may temporarily discontinue the electricity supplied to Licensee's Equipment until such interference problems are resolved. After the applicable Licensee's Equipment is powered down, such equipment shall thereafter be operated in accordance with FCC requirements or regulations in order to determine whether such interference continues or has been eliminated. In the event Licensee is unable or fails to resolve the interference within thirty (30) days after receiving written notice from the District, such inability or failure shall constitute an Event of Default as defined in Section 10.01 hereof. The District shall, at Licensee's cost, cooperate with Licensee in Licensee's efforts to remove such interference. Notwithstanding the foregoing, Licensee's Equipment, to the extent that it interferes with equipment subsequently installed by any future user or occupant of the Property other than the District, shall have priority over such subsequently installed equipment other than the District's equipment provided the District's equipment is operating in accordance with applicable law and FCC requirements (it being acknowledged that the primary function of the Property is to serve the functions of the District of Columbia government). Licensee shall have no obligation to remedy or eliminate such interference, nor shall Licensee's Equipment be considered in violation of this Section 6.01. However, notwithstanding anything in this License to the contrary, such priority does not apply to any equipment subsequently installed by Licensee after the initial installation of Licensee's Equipment, so long as all users are operating in accordance with FCC rules and regulations. The District shall, at no cost to the District, assist in preventing objectionable interference to Licensee's Equipment from any equipment installed by subsequent users or occupants of the Property, except for the District's equipment provided the District's equipment is operating in accordance with applicable law and FCC requirements. In the event any interference to Licensee's operations occurs as a result of the operations of equipment installed by any third party users or occupants of the Property subsequent to the Effective Date, then the District shall use reasonable efforts to coordinate resolution of the interference within forty-eight (48) hours of receipt of written notification from Licensee. If the interference cannot be resolved within such 48-hour period, the District shall cause the equipment causing the interference to be powered down or turned off, and the operator of the equipment shall be required to cease its operations until the interference problems are resolved. Once the equipment is powered down, it shall thereafter be operated only during off-peak hours in order to determine whether such interference continues or has been eliminated. In the event the District is unable to cause such operations to cease in order to eliminate the interference, Licensee shall have the right to terminate this License upon thirty (30) days' prior written notice to the District.

ARTICLE VII INSURANCE

Section 7.01 Licensee, at Licensee's sole cost and expense, shall carry and maintain Commercial General Liability Insurance (ISO form CG 00 01 or equivalent) for occurrence (not claims-made) coverage with a combined single limit \$2,000,000 and a general aggregate limit of \$5,000,000, which includes bodily injury and property damage (including but not limited to premises-operations), broad form property damage, products and completed operations, personal and advertising injury, and contractual liability and independent contractors coverage. The District shall be included as an additional insured on such policy as its interests may appear under this License and, to the extent permitted by applicable law, each insurer shall waive subrogation in favor of the District. Upon receipt of notice of cancellation from its insurer, Licensee shall provide the District with at least thirty (30) days' prior written notice of cancellation for any policy required hereunder that is not timely replaced. Prior to the Effective Date, in connection with any request by Licensee to perform Licensee's Work and otherwise within thirty (30) days of a reasonable request by the District, Licensee shall provide the District a certificate of insurance and endorsement pages evidencing the coverage required by this Section. Notwithstanding anything in this License to the contrary, Licensee hereby waives and releases the District and its employees and agents of and from any and all rights of recovery, claims, or causes of action, whether by subrogation or otherwise, against the District and its employees and agents for any liability, loss or damage that may occur on or to the Premises or Licensee's property (regardless of cause or origin, including the negligence of Licensee or its employees or agents), which loss or damage is insured against or is required to be insured against hereunder. Licensee agrees to immediately give to each insurance company providing coverage hereunder written notice of the terms of the waivers of subrogation contained in this Section, and to have all insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage by reason thereof. Notwithstanding any provision to the contrary in this License, Licensee's failure to obtain or maintain insurance during the Term of this License shall constitute a default, subject to the notice and cure periods provided for in Section 10.01 below. Notwithstanding the foregoing and subject to the District's prior approval, Licensee may self-insure any of the insurance required hereunder under the same terms as required by this License.

ARTICLE VIII INDEMNIFICATION

Section 8.01

Licensee shall be responsible for any injury or damage caused by or to Licensee's Equipment, Work or any other improvements or work made, installed or performed by, or on behalf of, Licensee on the Property. Unless caused by the negligence or willful misconduct of the District or its employees or agents, as determined by the judgment of a court of competent jurisdiction, Licensee shall indemnify, defend and save harmless the District and its employees and agents from and against any and all claims, suits, liabilities, damages and judgments, including, without limitation, reasonable attorney's fees and litigation costs, arising out of, resulting from or relating to this License, including, without limitation, the acts or omissions of

Licensee or Licensee's Agents upon the Property, and any breach of this License by Licensee or Licensee's Agents.

ARTICLE IX CONDEMNATION

Section 9.01 In the event that the Premises (in whole or in part) is acquired or condemned by any public authority under the power of eminent domain, this License shall terminate as of the date title is vested in the public authority. The District will provide notice of the condemnation to Licensee within forty-eight (48) hours of such date. The District is entitled to the entire award granted with respect to such condemnation of the Premises, provided that Licensee shall be entitled to file a separate claim with regard to the expense of relocation of Licensee's Equipment and any prepaid Monthly License Fee. In such event, Licensee's sole remedy as to the District shall be the right to terminate this License.

ARTICLE X DEFAULT PROVISIONS AND TERMINATION UPON A DEFAULT

Section 10.01 This License is subject to termination by the District if at any time during the Term any one (1) or more of the following events (each, an "**Event of Default**") shall occur:

(a) If Licensee files or has filed against it any form of petition or institution of any proceedings under the United States Bankruptcy Code, as now existing or as hereafter amended, or shall attempt to or shall effect an assignment for the benefit of creditors, or any proceeding for which a trustee or receiver of all or a substantial part of the property of Licensee shall be appointed by any court, and any such petition or proceeding shall not be set aside or dismissed or the appointment of such trustee or receiver revoked within one hundred twenty (120) days of the date of such filing;

(b) If Licensee shall fail to pay any installment or payment of any License Fee within ten (10) business days after same became due and owing;

(c) [Intentionally deleted]

(d) If Licensee shall fail to perform or observe any of the non-monetary terms or requirements of this License (other than as set forth in Section 3.01(d), Section 3.01(e), Section 6.01 and Section 14.02, for which no additional period to cure shall be available), and such failure continues for a period of thirty (30) days following written notice from the District; provided, however, if Licensee cannot reasonably cure its failure within such thirty (30) day period, then Licensee shall be entitled to cure its failure within such longer period of time as may be necessary for such cure so long as Licensee promptly commences and thereafter diligently pursues such cure, but no later than one hundred twenty (120) days from the date of the District's notice. If the District exercises its right to terminate this License under this Section 10.01, an amount equal to six (6) months of the then current Monthly License Fees shall immediately be due and payable by Licensee to the District without notice, together with any other License Fees then due and payable.

Licensee's obligation to pay such amounts to the District shall survive the termination of this License.

In the event of an Event of Default, the District shall have the right to immediately terminate this License by delivering written notice to Licensee and may otherwise exercise any and all remedies provided hereunder and available at law or in equity.

Section 10.02 This License is subject to termination by Licensee if at any time during the Term the District shall fail to perform or observe any of its obligations under this License, and such failure continues for a period of thirty (30) days following written notice from Licensee; provided, however, if the District cannot reasonably cure its failure within such thirty (30) day period, then the District shall be entitled to cure its failure within such longer period of time as may be necessary for such cure so long as the District promptly commences and thereafter diligently pursues such cure, but no later than sixty (60) days from the date of Licensee's notice (such failure, after such notice and cure period, a "**District Default**"). In the event of a District Default, Licensee shall have the right to immediately terminate this License by delivering written notice to the District and may otherwise exercise any and all remedies provided hereunder and available at law or in equity.

ARTICLE XI REMOVAL OF LICENSEE PROPERTY; TERMINATION

Section 11.01 Licensee shall have removed from the Premises and the Property all Licensee's Equipment and property within forty-five (45) days from the Termination Date. Licensee's removal of Licensee's Equipment and property shall be done in a workmanlike manner and without interference with or damage to any other equipment or property of the District or any other user on, or occupant of, the Property. In addition, Licensee shall, at Licensee's sole cost and expense, (a) diligently restore the Premises to the condition in which it existed on the Effective Date, reasonable wear and tear and casualty not caused by the acts or omissions of Licensee or Licensee's Agents excepted, and (b) any damage to the Premises or the Property resulting from Licensee's removal of Licensee's Equipment and property shall be repaired by Licensee. If Licensee does not remove Licensee's Equipment and property within such 45-day period, such equipment and property (a) shall be deemed abandoned by Licensee, (b) may, at the District's election, become the property of the District, and (c) may immediately or at any time thereafter be removed from the Premises and the Property by the District or its agents by any action or proceeding available at law or in equity, including, legally permissible force or otherwise, solely at Licensee's cost and risk and without any liability to the District. After the Termination Date, the District may repossess, enjoy, lease, license or grant a third party the use of the Premises, together with all additions, alterations and improvements thereto. In the event Licensee's Equipment is not removed from the Premises and the Property as of the Termination Date, Licensee shall continue to be fully liable to pay (i) the Monthly License Fee provided that the amount of the Monthly License Fee shall be equal to 150% of the then Monthly License Fee amount; and (ii) all other License Fees then due and payable, from the Termination Date until the Licensee's Equipment is removed from the Premises and the Property. The provisions of this Section 11.01 shall survive the Termination Date.

The District's rights under this Section 11.01 are in addition to, and not in lieu of, the District's other rights and remedies set forth elsewhere in this License.

Section 11.02

(a) The District shall have the right, upon one hundred eighty (180) days' prior written notice to Licensee, to terminate this License with or without cause; provided, however, that if the District exercises its right to so terminate this License without cause, the District agrees to work with Licensee in good faith to locate an alternative District-owned site for the Licensee's Equipment.

(b) Notwithstanding any other provision of this License to the contrary, the District may, for reasons of emergency preparedness, public emergency, or public safety that in the District's sole but reasonable discretion imminently threatens the health, welfare or safety of the public ("**Emergency**"), (i) require Licensee to power down or cease operation in the Premises either temporarily until the Emergency has passed in the District's reasonable determination or permanently; (ii) relocate Licensee's Equipment to a mutually agreeable location either temporarily or permanently on the Property; (iii) terminate this License immediately without formal written notice; and/or (iv) make any repair or install any equipment on the Property as deemed necessary by the District. In the case of such relocation, the District shall provide Licensee with sixty (60) days' written notice prior to the date of such relocation, except that the District may provide less notice if the Emergency warrants, in the District's sole discretion. If relocation is reasonably unacceptable to Licensee, Licensee may terminate this License upon thirty (30) days' written notice to the District. In the event of termination under this Section 11.02(b), Licensee shall be subject to the terms set forth in Section 11.01.

(c) Licensee shall have no right to seek legal or equitable relief against the District in connection with or as a result of the District's exercise of the District's rights under this Section 11.02 except that Licensee may bring a claim that the District has breached the terms of this License.

(d) Termination by Licensee. If (i) the Premises becomes unusable by Licensee for its originally intended purpose due to technological or engineering reasons not caused by a District Default, in Licensee's sole, but reasonable, discretion, such as, but not limited to, third party antenna interference, material change in Licensee's RF design or lack of usage of the Premises, or (ii) Licensee is unable to obtain or maintain any governmental license, permit, approval or other relief required of or deemed necessary or appropriate by Licensee for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits and construction permits, then Licensee may terminate this License, upon forty-five (45) days prior written notice to the District and payment to the District of a termination fee equal to six (6) times the then-current Monthly License Fee.

**ARTICLE XII
ASSIGNMENTS; TRANSFERS; SUBLICENSING**

Section 12.01

(a) Licensee may assign or otherwise transfer its interest under this License only with the District's prior written approval, which shall not be unreasonably withheld, conditioned or delayed, and, in the event of any such approval, it shall be a condition of such approval that (i) said assignee or transferee shall assume, recognize and become responsible to the District for the performance of all of the obligations and agreements to be performed by Licensee under this License; (ii) not less than thirty (30) days' prior to the effective date of such assignment or transfer, the assignee or transferee and Licensee shall execute and deliver an assignment and assumption of this License to the District; and (iii) the proposed assignee shall have a net worth in excess of Fifty Million Dollars (\$50,000,000.00). Notwithstanding the foregoing, Licensee shall have the right to assign or otherwise transfer its interest under this License to an entity which controls Licensee, is controlled by Licensee or is under common control with Licensee, provided that Licensee promptly provides written notice of such transfer or assignment to the District.

(b) The District may freely assign or transfer this License without Licensee's consent. In the event of any such assignment or transfer (i) on or prior to the effective date of such assignment or transfer, the District shall execute and deliver an assignment and assumption of this License to Licensee; and (ii) from and after the effective date thereof, the District shall have no responsibility whatsoever for any performance, liability and/or obligation past, present or future, of the District under this License.

(c) Licensee shall not have the right to sublicense the Premises, in whole or in part, without the District's prior written approval.

**ARTICLE XIII
SPECIAL DISTRICT OF COLUMBIA PROVISIONS**

Section 13.01

(a) Definition. As used in this Section 13.01, "facility" means the Licensee's Equipment and one (1) or more structures, including buildings and antennas mounted on buildings, equipment, equipment pads and equipment shelters, accessory buildings and structures, and site improvements, involved in sending and receiving telecommunications or radio signals from a mobile communications source and transmitting those signals to a central switching computer which connects the mobile unit with land based or other telephone lines.

(b) No Discrimination. Licensee shall not discriminate by segregation or otherwise against any person because of race, color, religion, sex, national origin, age, marital status, personal appearance, sexual orientation, family status, family responsibilities, disability, matriculation, political affiliation, source of income or place of residence or business in furnishing or refusing to furnish to such person or persons the use of any facility, including any and all services, privileges, accommodations and activities provided under this License.

(c) Noncompliance. Licensee's noncompliance with the provisions of this Section 13.01 shall constitute a material breach of this License. In the event of such noncompliance, the District may take appropriate action to enforce compliance, may terminate this License or may pursue such other remedies as may be provided by law or in equity. In the event of termination, Licensee shall be liable for all excess costs of the District in acquiring a substitute licensee, including without limitation the cost of moving a substitute licensee into the Premises.

Section 13.02

(a) Non-Discrimination. In connection with Licensee's performance of its obligations hereunder, Licensee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, disability, matriculation or political affiliation. Licensee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to any of the aforementioned categories of discrimination. Such action shall include without limitation the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Licensee shall post in conspicuous places available to employees and applicants for employment notices to be provided by Licensee setting forth the provisions of this non-discrimination clause.

(b) Advertisements. In all solicitations or advertisements for employees placed by or on behalf of Licensee, Licensee shall state that all qualified persons will receive consideration for employment without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, disability, matriculation or political affiliation.

(c) Labor Unions. Licensee shall send to each labor union or representative of workers with which Licensee has a collective bargaining agreement or other contract with respect to the furnishing of labor a notice to be provided by the District advising such labor unions or worker's representatives of Licensee's commitments under this Section, and Licensee shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(d) Books and Records. Licensee shall provide the District and its agents with copies of such documentation as reasonably necessary to verify Licensee's compliance with the provisions of this Section within sixty (60) days of a written request therefor.

(e) Noncompliance. In the event of Licensee's noncompliance with the nondiscrimination provisions of this License, the District may terminate this License and declare Licensee ineligible for further licenses with the District.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01

(a) Authority of the District. By executing this License, the District represents to Licensee that: (i) the person signing this License on the District's behalf is duly authorized to execute and deliver this License; and (ii) no other signatures or approvals are necessary in order to make all of the representations of the District contained in this Section 14.01(a) true and correct.

(b) Authority of Licensee. By executing this License, Licensee represents to the District that: (i) Licensee is authorized to enter into, execute and deliver this License and perform Licensee's obligations hereunder; (ii) this License is effective and enforceable against Licensee in accordance with the terms herein; (iii) the person signing this License on behalf of Licensee is duly authorized to execute and deliver this License; (iv) no other signatures or approvals are necessary in order to make all of the representations of Licensee contained in this Section 14.01(b) true and correct; (v) Licensee is in good standing in its place of organization, and qualified to do business in the District of Columbia; (vi) during the Term, Licensee will remain in good standing in its place of organization, and remain qualified to do business in the District of Columbia; (vii) as of the Effective Date, to the best of its knowledge, Licensee is not in default or deficiency with respect to any obligation to the District of Columbia, whether or not arising under this License; and (viii) to the best of its knowledge, neither Licensee, nor any of Licensee's Agents, Licensee's officers, directors, principals, members or stockholders is a defendant in any pending action instituted by the District of Columbia.

Section 14.02

Licensee represents and warrants that, with the exception of Licensee's use of "site acquisition" consultants as agents in securing this License, no other person or agency has been employed or retained by Licensee to solicit or obtain this License upon an agreement or understanding for a contingent fee. In the event of any breach or violation of this representation and warranty, the District shall have a right to immediately terminate this License without liability or, in its discretion, to otherwise recover the full amount of the contingent fee payable by Licensee. As used in this License, the term "contingent fee" means any payment, commission, percentage, brokerage or other fee that is contingent upon the success such person or concern has in securing this License with the District. In addition to any other indemnity provided under this License, Licensee shall indemnify the District and defend and save the District and all of its officers, agents and servants harmless from and against any and all claims, liabilities, or demands for payment made by Licensee's "site acquisition" consultants, brokers or agents, or any broker or agent claiming through Licensee, with respect to this License.

Section 14.03

The District covenants and agrees that, provided that Licensee is not in default beyond any applicable cure period of any of the terms and conditions of this License, and subject to the termination rights set forth herein, Licensee may peaceably and quietly enjoy the Premises during

the Term. The District covenants and agrees that during the Term, Licensee's Equipment shall not be removed, relocated, altered by the District, unless specifically permitted under this License.

Section 14.04

Whenever any demand, request, approval, consent or notice (a "**Notice**") shall, or may, be given by one Party to the other under this License, such Notice shall be in writing and addressed to the applicable Party at its respective address as set forth below and sent to such Party by: (a) hand delivery, (b) a nationally recognized overnight express carrier, or (c) email so long as such email delivery is followed by such Notice being sent by the next business day by a method set forth in the foregoing (a) or (b). The date the Notice is received shall be deemed to be: (i) the date of hand delivery (with receipt therefor) in the case of hand delivery, (ii) the next business day after the Notice was sent in the case delivery by overnight carrier, or (iii) the date of email delivery so long as the subsequent Notice delivery requirement set forth in the foregoing clause (c) is satisfied. If delivery of a Notice is refused, the Parties agree that such Notice shall be deemed to be successfully delivered on the date of such refusal. Either Party may, at any time, change its Notice mailing or email address (as applicable) by giving the other Party Notice in accordance with the requirements above, stating the change and setting forth the new mailing or email address. Any Notice shall be addressed to each respective Party as follows (or to such other mailing or email address as shall be subsequently indicated in writing by one Party giving Notice to the other, as described above):

If to the District:

Government of the District of Columbia
Department of General Services
2000 14th Street, N.W., 8th Floor
Washington, D.C. 20009
Attention: Director

Email address: keith.anderson@dc.gov

with a copy to:

Government of the District of Columbia
Department of General Services
2000 14th Street, N.W., 8th Floor
Washington, D.C. 20009
Attention: General Counsel

Email address: xavier.beltran@dc.gov

and

Government of the District of Columbia
Department of General Services
2000 14th Street, N.W., 8th Floor

Washington, D.C. 20009
Attention: Associate Director, Portfolio Management Division

Email address: antennas.dgs@dc.gov

and, in the event of an alleged District default, with a copy to:

Government of the District of Columbia
Office of the Attorney General for the District of Columbia
441 4th Street, N.W., Suite 1010 South
Washington, D.C. 20001
Attention: Deputy Attorney General, Commercial Division

Email address: david.fisher@dc.gov

If to Licensee:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: Cell Site Name: Springarn
Fixed Asset #12573553
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, Georgia 30319

with a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Dept – Network Operations
RE: Cell Site Name: Springarn
Fixed Asset #12573553
208 S. Akard Street
Dallas, TX 75202-4206

Section 14.05

The terms, conditions, covenants, provisions and agreements in this License shall be binding upon and inure to the benefit of the District, its successors and assigns, and shall be binding upon and inure to the benefit of Licensee, its successors and permitted assigns.

Section 14.06

THIS LICENSE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE DISTRICT OF COLUMBIA, WITHOUT REGARD TO THE APPLICATION OF CHOICE OF LAW PRINCIPLES. VENUE IN CONNECTION WITH ANY PROCEEDINGS INVOLVED HEREIN SHALL BE IN THE DISTRICT OF COLUMBIA. THE PARTIES

HERETO HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN THE EVENT THAT ANY LEGAL PROCEEDING ARISES OUT OF THIS LICENSE.

Section 14.07

If fire or other casualty that is not caused by Licensee or Licensee's Agent damages the Premises or the Property, thereby interrupting Licensee's use thereof, then the License Fees (except for any fees imposed by a federal, state or local government, which shall not include the District of Columbia in its role as licensor hereunder, due to the existence of this License) shall abate from the date of such interruption to the date Licensee's use thereof is restored. The District shall not be required to repair such damage, but the District shall make reasonable efforts to notify Licensee within thirty (30) days from the date of such fire or casualty whether the District intends to make such repairs. If the reasonable estimated time to restore Licensee's use would exceed sixty (60) days from the date of such fire or casualty or, if the District elects not to repair the damage, then the District or Licensee may terminate this License by providing sixty (60) days' prior written notice to the other Party. In addition, Licensee may terminate this License if as a result of such fire or other casualty, Licensee is unable to conduct its normal operations for a period of forty-five (45) consecutive business days.

Section 14.08

This License sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof. Any and all prior discussions, negotiations, understandings and agreements are hereby merged herein. Any amendment or modification of this License, to be valid, must be in writing and executed by both Parties. There shall be no presumption that this License be construed more strictly against the Party who itself or through its agent prepared it; it being agreed that both Parties have participated in the preparation of this License and that each Party has had the opportunity to consult legal counsel before the execution of this License.

Section 14.09

The captions and headings throughout this License are for convenience and reference only, and the words contained therein shall in no way be deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this License nor in any way affect this License.

Section 14.10

The failure of a Party to require strict performance of any of the provisions of this License on any occasion will not be construed as a waiver of said provisions with respect to future occurrences or occasions; nor will the failure of a Party to avail itself of any remedy on any occasion prevent such Party from recourse to said remedy on other occasions.

Section 14.11

All references in this License to Sections, Articles or Exhibits shall refer to Sections and Articles of this License. Exhibits attached to this License shall be deemed part of this License and incorporated herein as if fully set forth in this License. The recitals set forth in the introductory paragraphs are incorporated in and made a part of this License to the same extent as if herein set forth in full.

Section 14.12

This License may be executed in any number of counterparts and delivered by e-mail .pdf transmission, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 14.13

Neither Party shall be liable for any losses or damages caused to the property of the other due to acts of God, inclement weather or other circumstances beyond such Party's reasonable control, which may include wind, tornado, hurricane, lightning, rain, ice, snow, extreme cold or heat, earthquake, floods or rising water, by aircraft or vehicle damage caused by third parties, fire or other casualty, malicious mischief, vandalism, or terrorist act, unforeseen soil conditions, acts of third parties, strikes, lock-outs, labor troubles, inability to procure material, failure of power, governmental actions, laws or regulations, riots, insurrection or war ("**Force Majeure**"). In the event that either Party shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of Force Majeure, then the performance of such act shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 14.14

Neither Licensee nor any person owning directly or indirectly any interest in Licensee has engaged in any dealings or transactions (a) in contravention of the applicable money laundering laws or regulations or conventions or (b) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the "**Anti-Terrorism Order**"), as may be amended or supplemented from time-to-time or any published terrorist or watch list that may exist from time-to-time. Neither Licensee nor any person owning directly or indirectly any interest in Licensee (i) is or will be conducting any business or engaging in any transaction with any person appearing on the list maintained by the U.S. Treasury Department's Office of Foreign Assets Control list located at 31 C.F.R., Chapter V, Appendix A or (ii) is a person described in Section 1 of the Anti-Terrorism Order.

Section 14.15

Nothing contained in this License shall be construed as creating any relationship between the District and Licensee other than that of licensor and licensee. Nothing in this License shall be deemed to benefit any third parties.

Section 14.16

(a) Whether expressly or impliedly qualified or limited in any Section of this License, the obligations of the District to fulfill any financial obligation pursuant to this License, or any subsequent agreement entered into pursuant to this License or referenced herein to which the District is a party (each, an “**Other Agreement**”), are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2006 Supp.) ((i) and (ii) collectively, as may be amended from time to time, shall be known as the “**Anti-Deficiency Acts**”); and (iii) § 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2006 Supp.), as may be amended from time to time, to the extent applicable to this License or any Other Agreement (collectively, “**Any Agreement**”). To the extent required by the Anti-Deficiency Acts, nothing in Any Agreement shall create an obligation of the District in anticipation of an appropriation by the United States Congress (“**Congress**”) for such purpose, and the District’s legal liability for the payment of any financial obligation or any component thereof under Any Agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress and the District of Columbia (as a sovereign entity, and not as a licensor under this License). Licensee confirms that it has read and familiarized itself with the Anti-Deficiency Acts and has full knowledge of such laws and the impact on the District’s financial obligations hereunder.

(b) If no appropriation is made by the District of Columbia or Congress to pay any financial obligation under Any Agreement for any period after the District of Columbia fiscal year for which appropriations have been made, and in the event appropriated funds for such purposes are not otherwise lawfully available, the District shall not be liable to make any payment under Any Agreement upon the expiration of any then-existing appropriation.

(c) Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the District shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the District under Any Agreement.

(d) Any Agreement shall not constitute an indebtedness of the District of Columbia nor shall it constitute an obligation for which the District of Columbia is obligated to levy or pledge any form of taxation or for which the District of Columbia has levied or pledged any form of taxation. No agent, employee, officer, or representative of the District is authorized to obligate or expend any amount under Any Agreement unless such amount has been appropriated by Act of Congress and is lawfully available.

Section 14.17

All demands for payment or reimbursement from the District or any other payment or financial obligation by the District under this License shall be subject to D.C. Official Code §§ 2-381.01, et. seq. (known as the “False Claims Provisions”), as may be amended from time to time, and the remedies available thereunder.

Section 14.18

No memorandum of this License may be recorded among the Land Records of the District of Columbia.

Section 14.19

In the event (i) Licensee becomes aware of any hazardous materials on the Premises; (ii) Licensee becomes aware of any environmental, health or safety condition or matter relating to the Premises, that, in Licensee’s sole determination, renders the condition of the Premises unsuitable for Licensee’s use; or (iii) Licensee believes that Licensee’s use of the Premises would expose Licensee to undue risks of liability to a government agency or third party (each, a “**Hazardous Condition**”) then, so long as the Hazardous Condition is not the result of any act or omission of Licensee, its employees, officers, agents, contractors or subcontractors, then Licensee will have the right, as its sole and exclusive remedy, to terminate this License upon thirty (30) days prior written notice to the District. If a Hazardous Condition is the result of any act or omission of Licensee, its employees, officers, agents, contractors or subcontractors, Licensee shall promptly cure such Hazardous Condition in accordance with all applicable laws and with the District’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

Section 14.20

(a) Limitation of Liability. Except for the indemnity obligations set forth in this License and as may otherwise be expressly permitted in this License, Licensee and the District each waives any claims arising under this License that each may have against the other with respect to consequential, incidental, special or punitive damages.

(b) No Option. The submission of this License to any Party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein.

(c) Severability. If any provision of this License is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (i) the validity, legality and enforceability of the remaining provisions of this License shall not be affected or impaired in any way if the overall purpose of the License is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (ii) the Parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the Parties’ intentions to the greatest lawful extent. If any such court or agency determination renders the overall performance

of this License impossible or materially impairs the original purpose, intent or consideration of this License, and the Parties are, despite the good faith efforts of each, unable to amend this License to retain the original purpose, intent and consideration in compliance with such court or agency determination, either Party may terminate this License upon sixty (60) days' prior written notice to the other Party.

[Signature pages follow]

IN WITNESS WHEREOF, the District and Licensee have executed this License as of the Effective Date.

DISTRICT:

District of Columbia, a municipal corporation,
by and through its Department of General Services

eSigned via SeamlessDocs.com
Keith A Anderson
Key: 88f162109da88d25a1485973d7b3d

By:

Keith A. Anderson, Director

Approved as to Legal Sufficiency for District of Columbia by:
The Office of the General Counsel for the Department of General Services

By: *Katherine L. Goff*
Senior Assistant General Counsel

[Last signature page follows]

EXECUTION VERSION

LICENSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

Name: J B = 1
By: Jesse Bird
Title: Sr. Real Estate Manager
9/11/2020

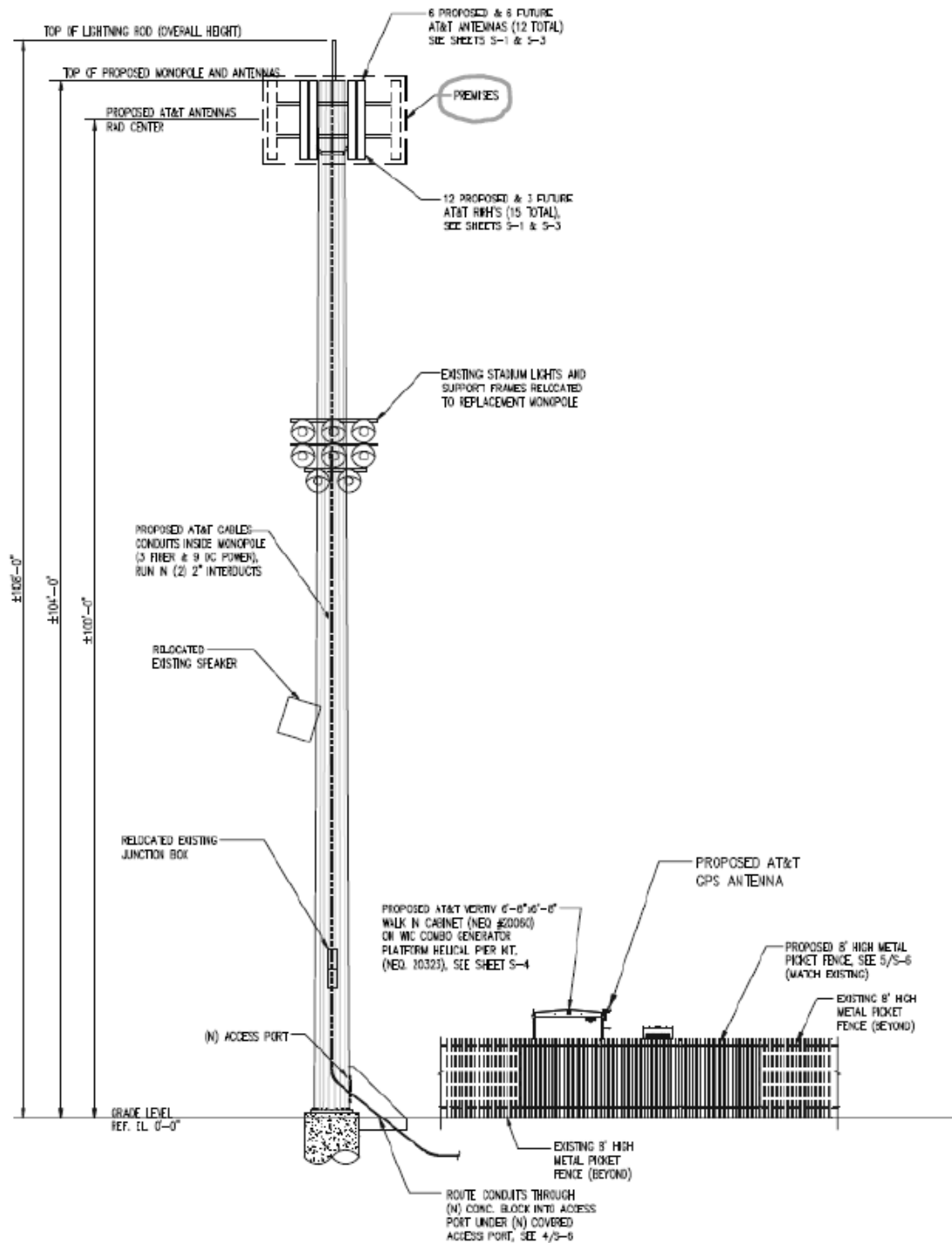
[Exhibits follow]

Exhibit Index:

Exhibit A:	[Intentionally omitted]
Exhibit B:	Site Plan and Depiction of Premises
Exhibit C:	List of Licensee's Equipment (including auxiliary equipment)
Exhibit C1:	Licensee's Work Documents
Exhibit C2:	Description of Licensee's Frequencies
Exhibit D:	Rules and Regulations
Exhibit E:	Work Schedule

EXHIBIT A

[Intentionally omitted]



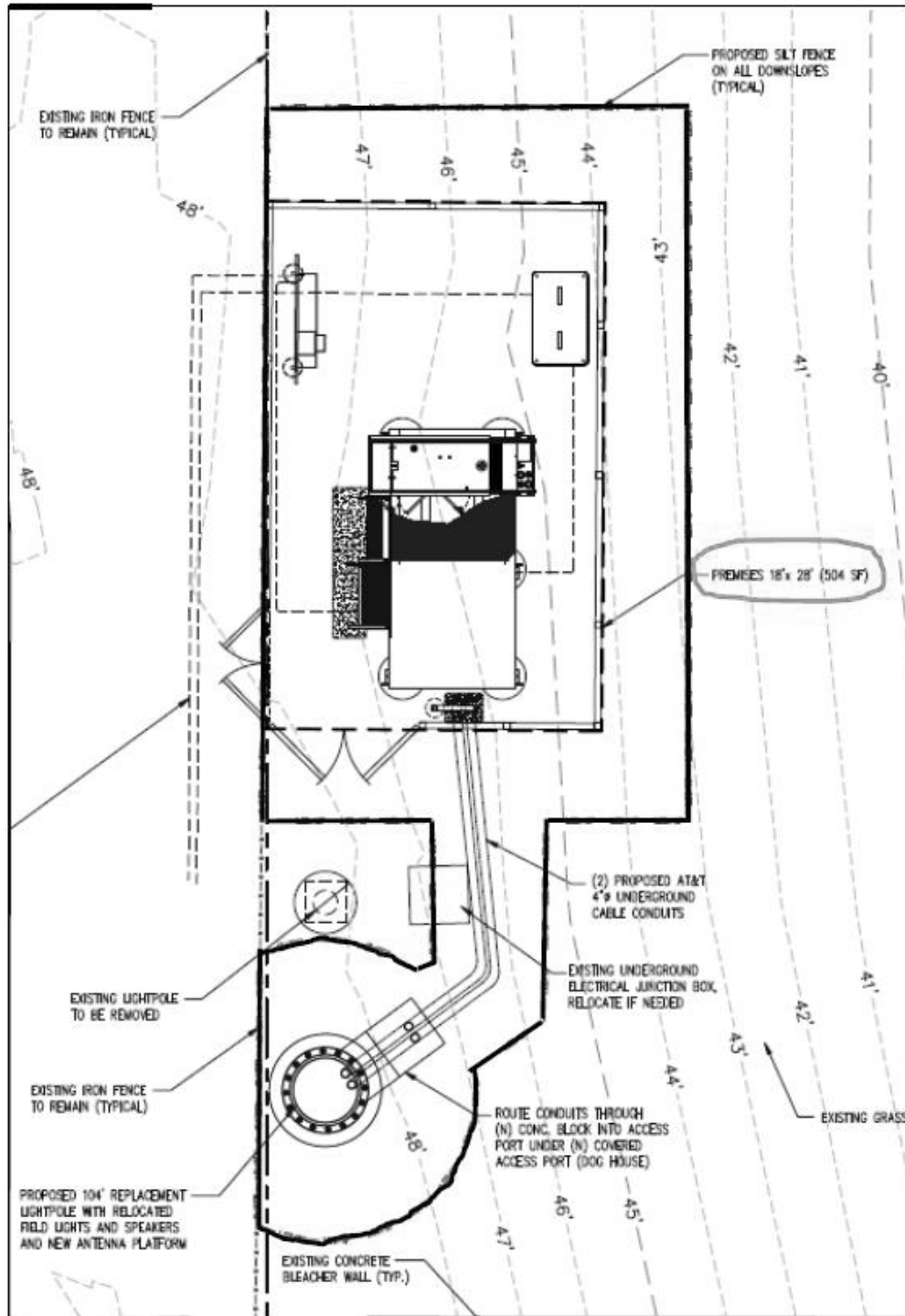


Exhibit C

List of Licensee's Equipment

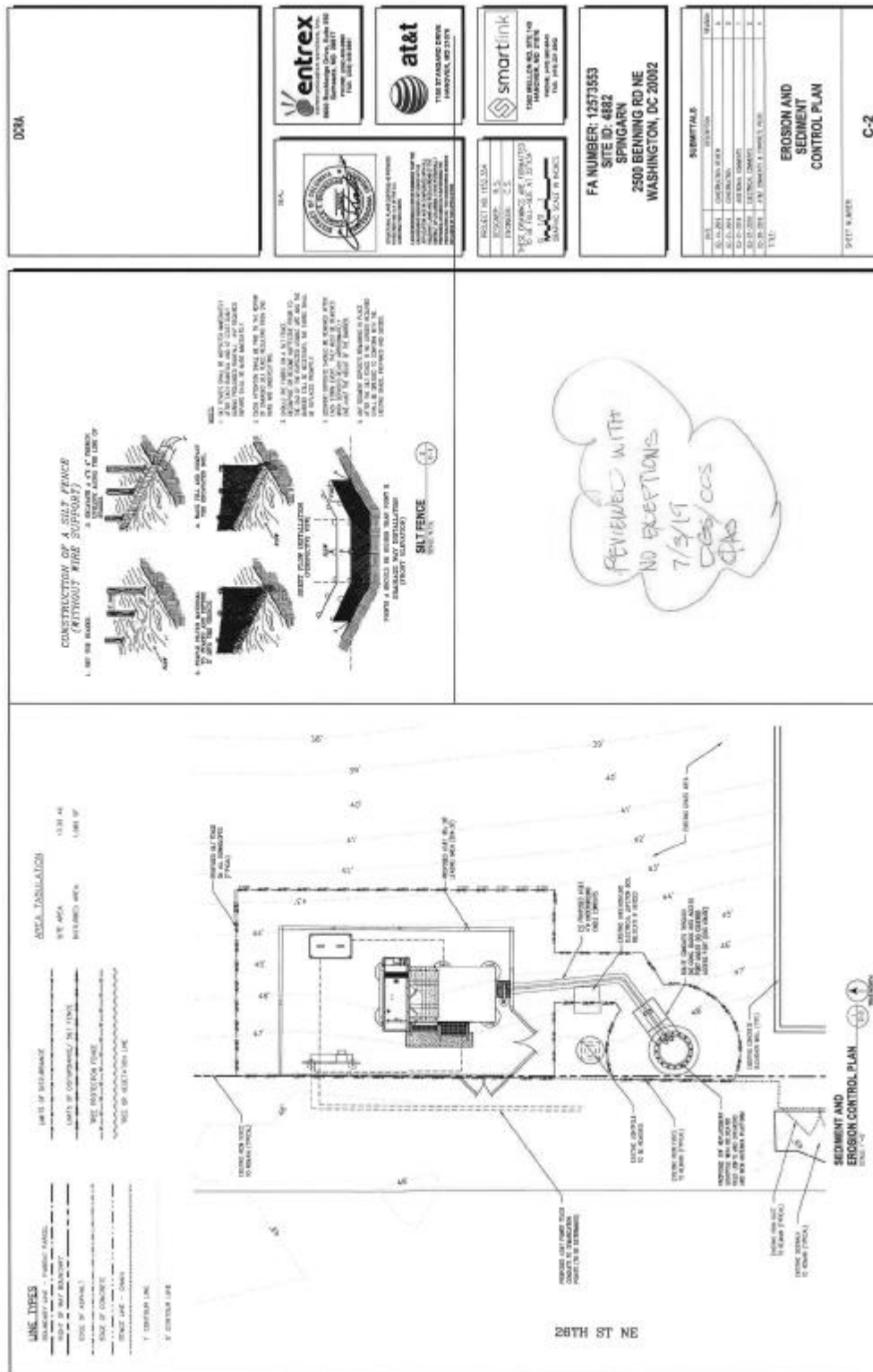
- (12) Panel Antennas
- (15) Radio-Heads
- (3) Fiber Cables
- (9) DC Power Cables
- (3) DC9 Surge Suppressors
- (1) Heave Duty Tower Platform

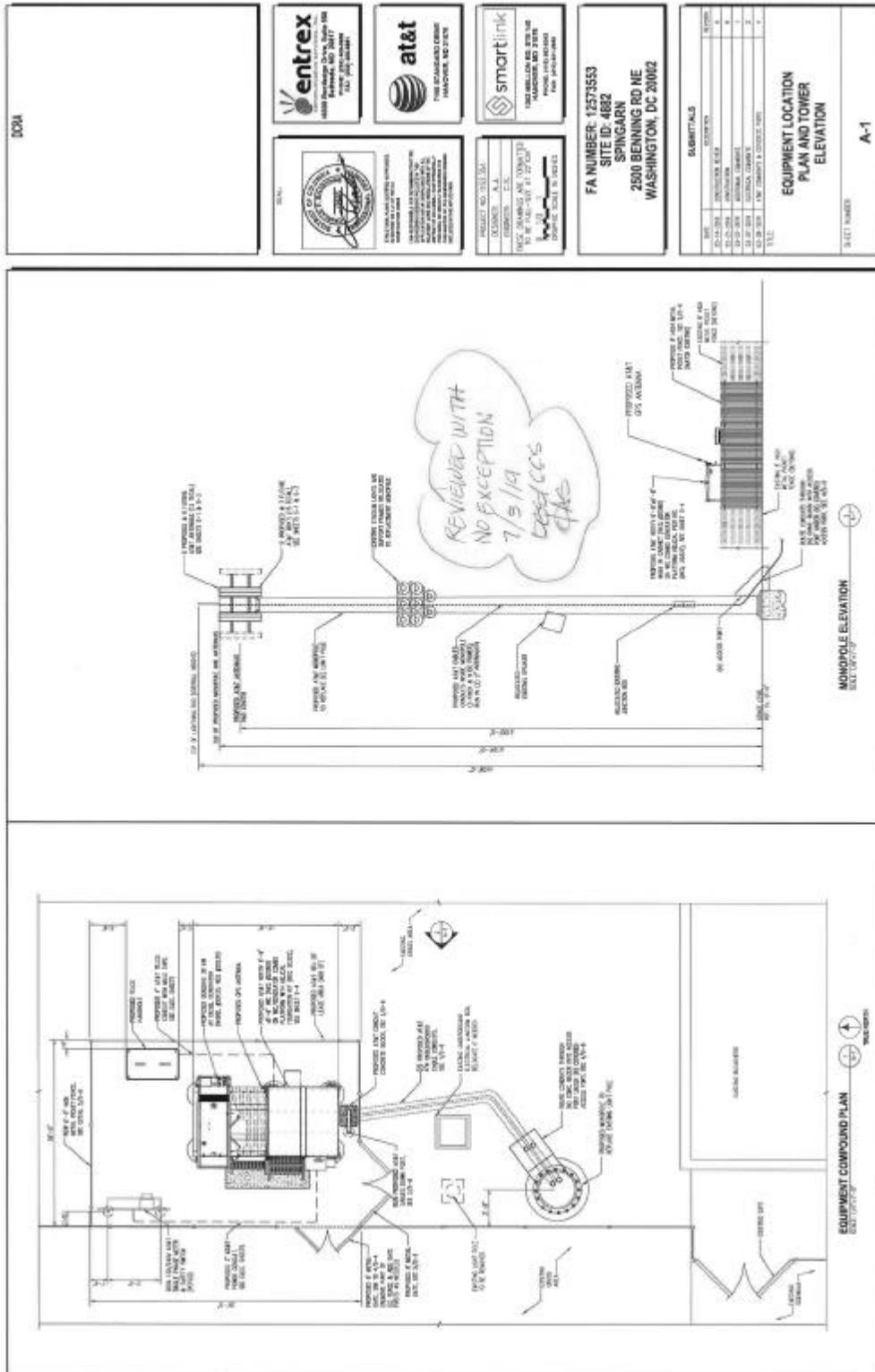
EXHIBIT C1

LICENSEE'S WORK DOCUMENTS

Please see attached.

[illegible]





CABLE SCHEDULE AND RF SYSTEM DESIGN PLAN											
SECTION	ANTENNA POSITION	FEEDER/STATION	BASE	MODE	MAX FREQ	LENGTH	REMARKS	REMARKS	REMARKS	REMARKS	REMARKS
SECTION 1											
SECTION 2											
SECTION 3											
SECTION 4											
SECTION 5											

NOTES:

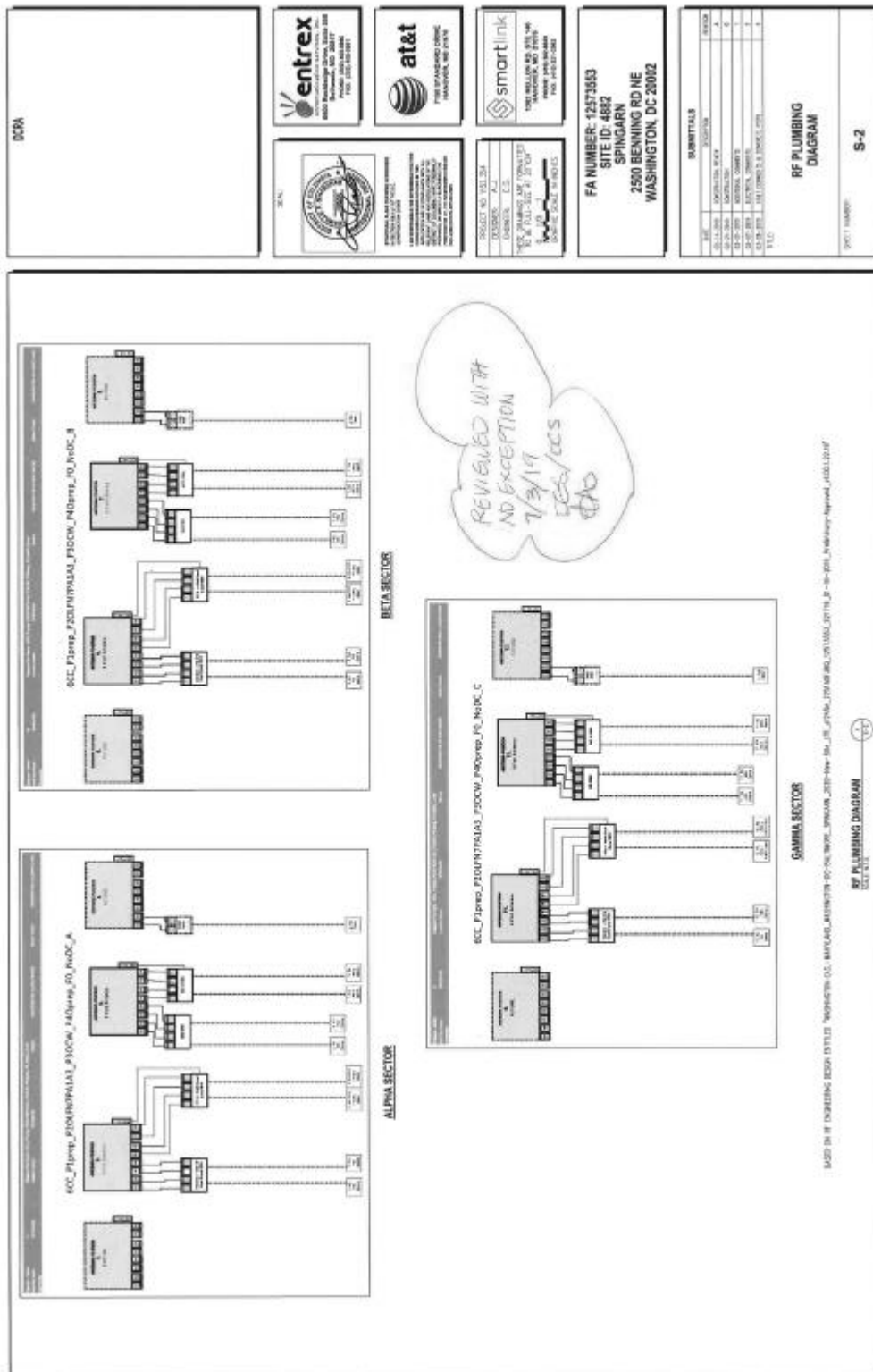
1. ANTENNA AND CABLE SCHEDULES ARE FOR THE SYSTEM DESIGN ONLY. THE ANTENNA AND CABLE SCHEDULES ARE FOR THE SYSTEM DESIGN ONLY. THE ANTENNA AND CABLE SCHEDULES ARE FOR THE SYSTEM DESIGN ONLY.
2. ANTENNA AND CABLE SCHEDULES ARE FOR THE SYSTEM DESIGN ONLY. THE ANTENNA AND CABLE SCHEDULES ARE FOR THE SYSTEM DESIGN ONLY. THE ANTENNA AND CABLE SCHEDULES ARE FOR THE SYSTEM DESIGN ONLY.
3. ANTENNA AND CABLE SCHEDULES ARE FOR THE SYSTEM DESIGN ONLY. THE ANTENNA AND CABLE SCHEDULES ARE FOR THE SYSTEM DESIGN ONLY. THE ANTENNA AND CABLE SCHEDULES ARE FOR THE SYSTEM DESIGN ONLY.
4. ANTENNA AND CABLE SCHEDULES ARE FOR THE SYSTEM DESIGN ONLY. THE ANTENNA AND CABLE SCHEDULES ARE FOR THE SYSTEM DESIGN ONLY. THE ANTENNA AND CABLE SCHEDULES ARE FOR THE SYSTEM DESIGN ONLY.

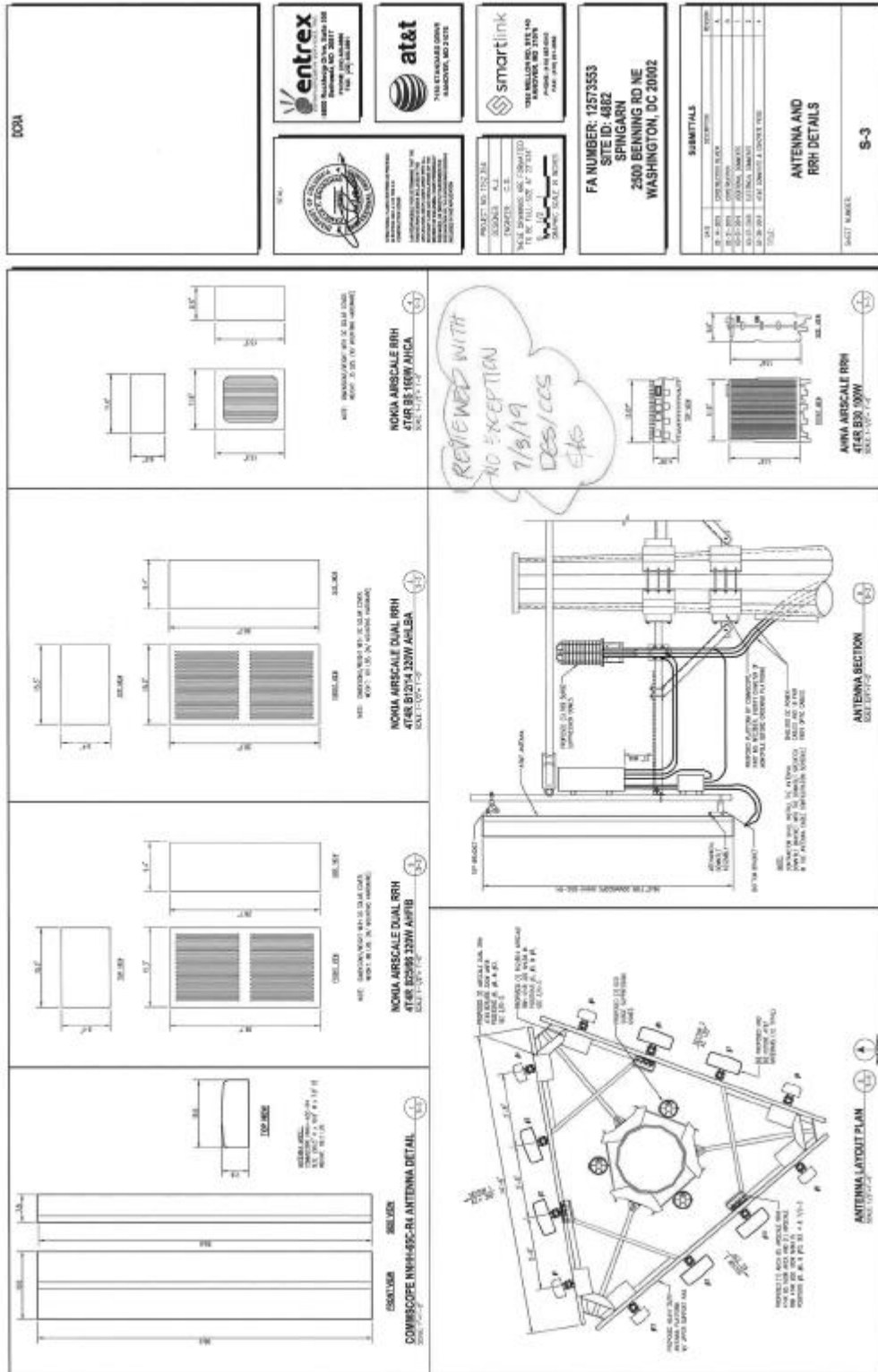
RF DESIGN NOTE:

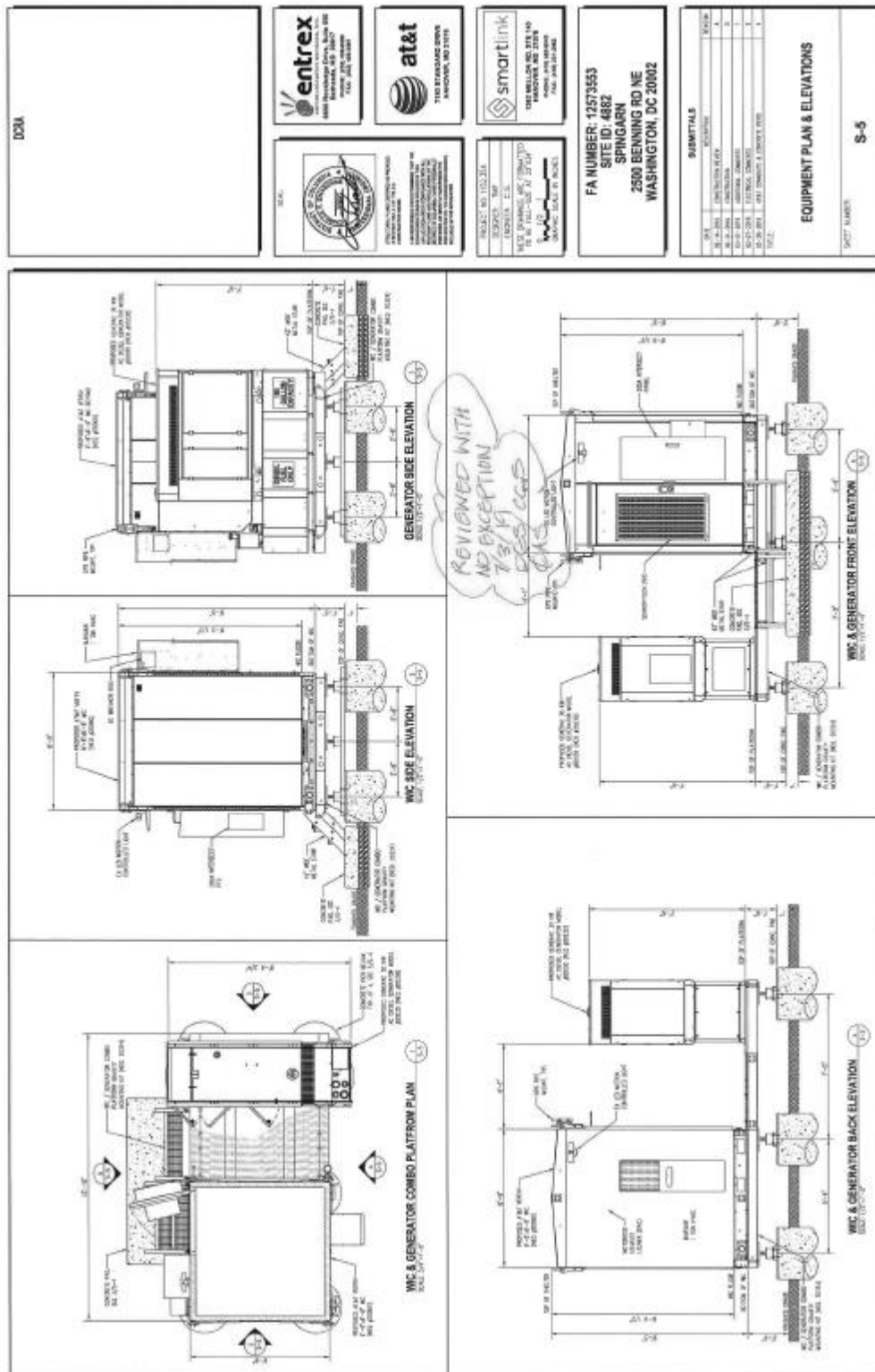
See Antenna and Cable Schedules for details on the antenna and cable schedules. The antenna and cable schedules are for the system design only. The antenna and cable schedules are for the system design only. The antenna and cable schedules are for the system design only.

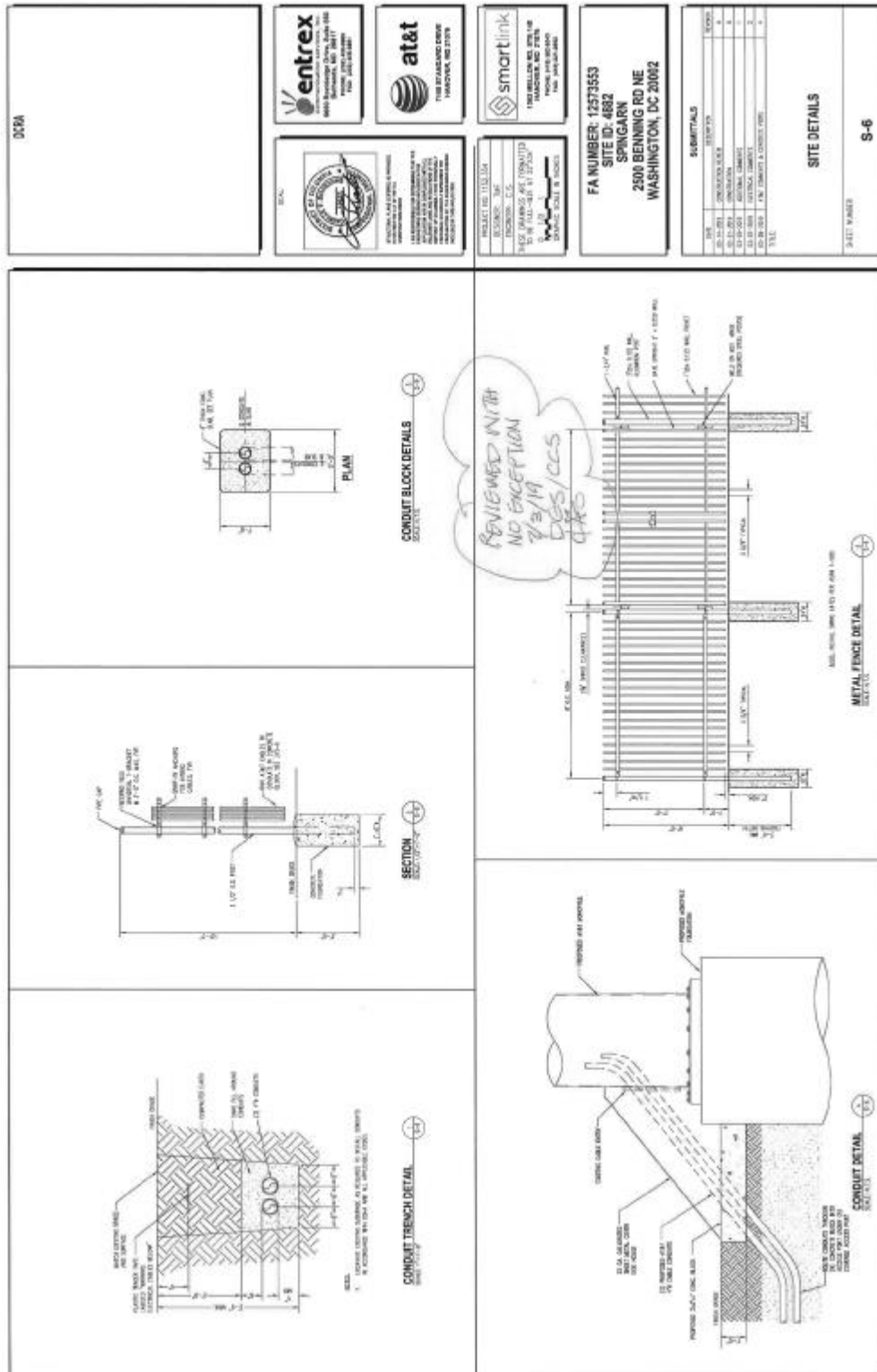
RF DESIGN NOTE

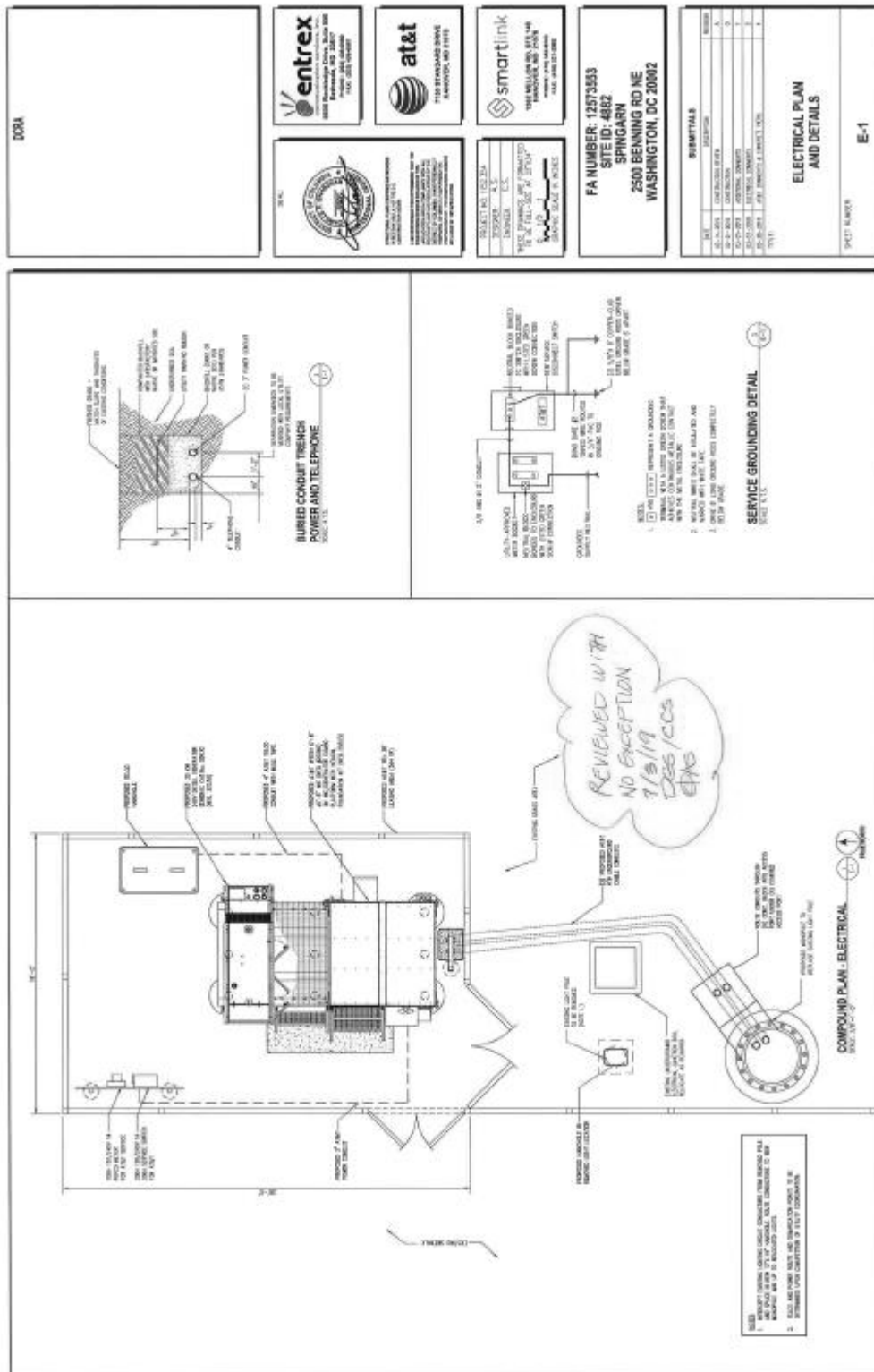
See Antenna and Cable Schedules for details on the antenna and cable schedules. The antenna and cable schedules are for the system design only. The antenna and cable schedules are for the system design only. The antenna and cable schedules are for the system design only.











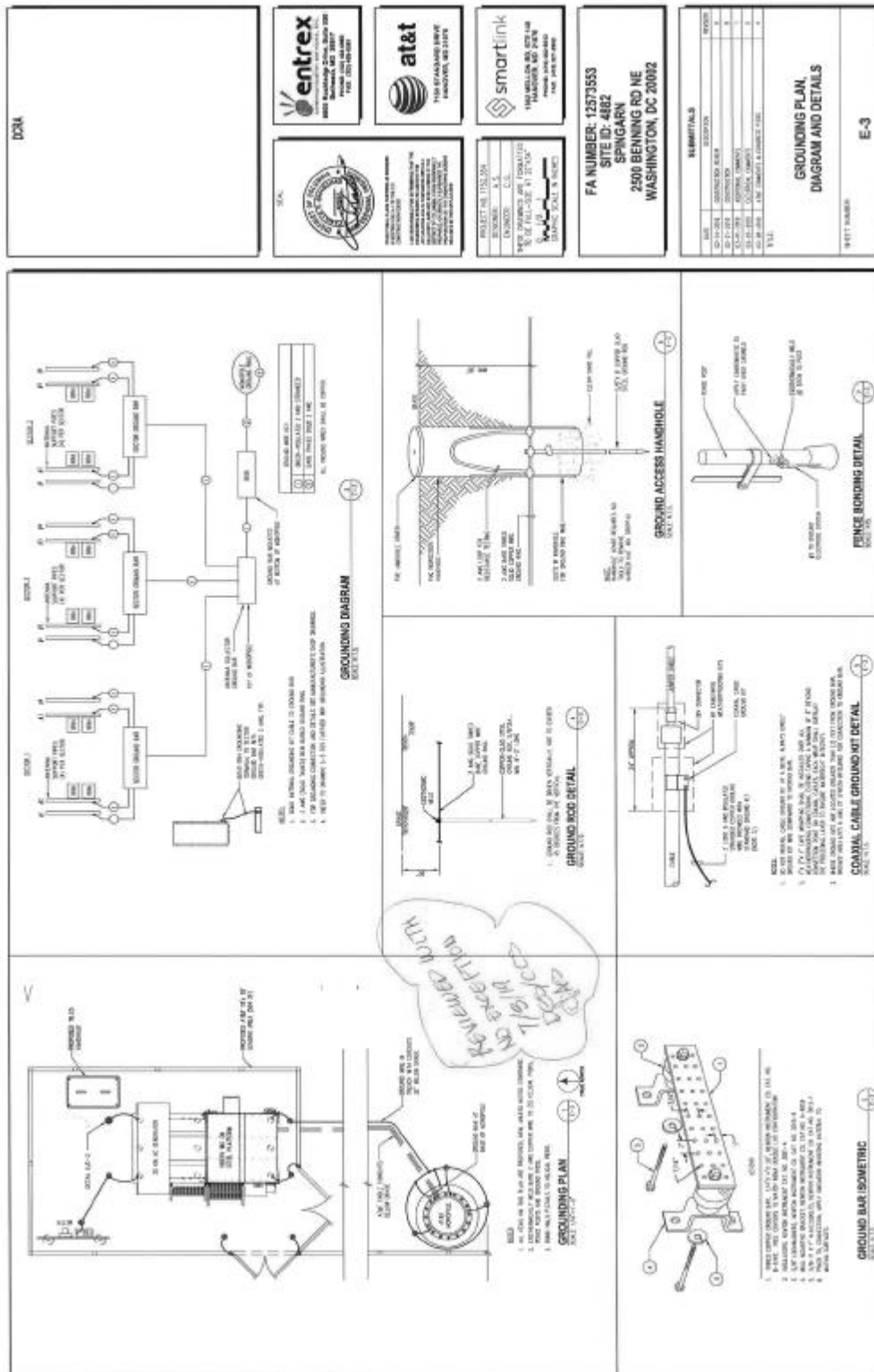


Exhibit C2**Description of Licensee's Frequencies**

Site	County	Band	TX (MHz)	RX (MHz)
Spingarn	District of Columbia	850	869-880; 890-891.5	824-835; 845-846.5
		700 B/C	734-746	704-716
		700 FN	758-768	788-798
		PCS	1945-1965	1865-1885
		AWS-1	2110-2120	1710-1720
		AWS-3	2160-2170	1760-1770
		700D	716-722	N/A
		WCS	2350-2360	2305-2315

EXHIBIT D

RULES AND REGULATIONS

In the event of any conflict between any term or condition of this License and the Rules, the terms of the Rules shall control.

1. Work.

- a. Unless otherwise agreed to by the District, all Work shall be performed between the hours of 8:00 a.m. to 5:00 p.m., on business days, and in accordance with this License and the Rules. With the District's prior written approval, Licensee may enter upon the Property for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests, which may be reasonably conditioned by the District.

2. Radio Frequency Compliance and Certification.

- a. Licensee, at Licensee's sole cost and expense, shall take all necessary actions to comply with all applicable FCC radio frequency ("RF") exposure regulations and requirements and shall take reasonable precautions so that neither workers nor members of the public are subject to RF exposures above FCC-specified levels.
- b. If a new telecommunications carrier co-locates on the Property, or if any existing carrier on the Property makes modifications to its technical parameters (i.e., ERP, antenna changes, etc.), then Licensee shall cooperate with all applicable parties so that updated certifications can be obtained. Licensee shall not be responsible for the compliance of any other carrier, or for paying the costs of any other carrier's RF emissions or intermod reports, but shall work cooperatively with said carrier(s) to ensure compliance at the Property.

3. Work; Laws; Certificates.

- a. Installation of any Licensee's Equipment shall be performed in accordance with existing federal and District laws. In the event that any two or more such laws differ, the more (or most, as applicable) stringent law shall be applied. All Work shall be performed by personnel who are insured and bonded and, if required by applicable laws, licensed. Such insurance and bonding shall be in amounts and on forms reasonably acceptable to the District. Prior to commencing any Work, Licensee shall deliver to the District certificates evidencing compliance with all license, bond and insurance requirements. In addition, if Licensee engages a third party to perform the Work, such third party (and its contractors and subcontractors) shall be subject to the District's approval.
- b. Licensee shall coordinate installation of all electrical connections that tie into Property systems with the Building engineer or other person designated by the

District (“District’s Agent”), and any others who have equipment and connections on the Property that could potentially be affected thereby. Nothing in this paragraph shall be construed as diminishing the right of the District to review and approve any Work, or relieve Licensee from Licensee’s obligation to obtain such review and approval. The requirements of this paragraph are in addition to the requirements for the District review and approval. Licensee shall make no alterations to the Premises without the prior consent of the District. Licensee agrees to cooperate with District’s Agent where applicable, and to coordinate all Work with District’s Agent and others, as applicable. Only the Licensee’s Equipment set forth on Exhibit C to this License and any additional equipment set forth in a written amendment pursuant to Section 1.01 shall be permitted on the Premises.

4. Licensee’s Equipment.

- a. Each item of Licensee’s Equipment identified as either a “transmitter” or “receiver” of radio frequency energy must be properly identified by label clearly indicating the transmitter or receive frequencies applicable to that device. All items of Licensee’s Equipment must be properly identified by attaching description tags or labels to such equipment displaying the following:
 - i. Call sign;
 - ii. Designated Operating Frequency;
 - iii. Type of Emission;
 - iv. Authorized Output Power (of the final output stage);
 - v. Name of Licensee; and
 - vi. Name and telephone number of responsible serviceman on call.
- b. All Licensee’s Equipment not properly identified pursuant to the foregoing item 4.a will be considered unauthorized and subject to removal, at Licensee’s sole cost, by the District. Such removal will occur not earlier than 10 days following written notice by the District to Licensee of the intended removal; provided, that Licensee may properly identify the applicable equipment within such 10 day period; provided, further, where there is no indication of Licensee’s identity, equipment may be removed immediately and without notice.

5. Premises Access Procedure. In order to gain access to the Premises, Licensee must submit to the District advanced notice of visitors, workers, and any other Licensee or Licensee’s Agent personnel requiring entry onto the Property for any purpose permitted under this License. In addition to the foregoing (a) all access by Licensee and Licensee’s Agents (whether routine access or emergency access) shall require a District-designated escort; (b) to gain routine access to the Premises, Licensee shall contact Trip Rice at Trip.Rice@dc.gov or Ikeogu Imo at Ikeogu.Imo@dc.gov; and (c) to gain emergency access to the Premises, Licensee shall contact Trip Rice at (571) 228-4551 or Ikeogu Imo at (202) 741-7742. Any inability of the District to provide a designated escort at the time or otherwise when desired by Licensee, including with respect to an emergency, shall not constitute a default by the

District under this License. Licensee must verify, in writing, all contractor and subcontractor companies performing work for Licensee. In addition, in order to gain access to the Premises, Licensee must submit, by email and hard copy, to the District the following, and Licensee and Licensee's Agent must comply with the following:

- a. On Licensee's letterhead or the letterhead of its network manager, the name, date of birth, mobile telephone number and e-mail address of individual(s) seeking access to the Premises.
- b. Purpose of visit/access.
- c. Expected arrival and departure time of individual(s). Licensee may obtain temporary access for one or more days, weeks, or months, as may be approved by the District.
- d. All requests must include the exact Building name and complete street address where the Premises is located.
- e. Any visitor must conduct activities in a manner that does not interfere or disrupt the Property's operations or activities.
- f. The District Agent shall, in its sole and absolute discretion, determine if any or all visitors must be escorted by a District representative during all or any part of the visit/access.
- g. The District may establish, and all visitors shall adhere to, any additional rules and regulations governing Premises access/visits.
- h. During any visit or access, visitors shall not obstruct or encumber any sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors, halls or any other parts of the Property.
- i. At all times, visitors shall conduct themselves in a professional, dignified and polite manner.
- j. Violation of any of these Rules may result in the immediate removal of the visitor from the Property and/or denial of any future access/visit by any such violator.

EXHIBIT E
WORK SCHEDULE

To be attached prior to the performance of Licensee's initial installation Work.